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UNITED STATES BANKRUPTCY COURT Southern District of Texas
ENTERED
01/26/2011

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
QUALITY INFUSION CARE, INC.,	§	**Case No. 10-36675-H4-7**
	§	
Debtor.	§	

ORDER
[Docket No. 355]

The Court has considered the Emergency Application for Authority to Employ Medical Provider Solutions, Inc. ("MPS") as Collection Agent filed by Randy Williams, chapter 7 trustee for Quality Infusion Care, Inc., (the "Trustee"). The Court finds that notice of the Application is sufficient and that the requested relief should be granted. Accordingly, it is therefore

ORDERED THAT:

1. The Emergency Application for Authority to Employ MPS as Collection Agent is **GRANTED**.

2. The Trustee is authorized to employ MPS under the terms and conditions set forth on **Exhibit 1**.

SIGNED this 26th day of Jan., 2011.

[signature]

THE HONORABLE JEFF BOHM,
UNITED STATES BANKRUPTCY JUDGE

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COLLECTION SERVICE AGREEMENT

This Collection Service Agreement ("**Agreement**") is entered into by and between Med-Provider Solutions, Inc. ("**Manager**") and Quality Infusion Care ("**Client**") on this 25th day of January, 2011, under the following terms and conditions:

WHEREFORE Client desires to retain Manager for the purpose of:

- Collecting Client's outstanding account receivables (the "**Receivables**")
- Insurance Pre-Authorization on all required services
- Save all documents electronically on central server
- Provider Monthly accounting on Collection activity

WHEREFORE Manager will perform the obligations provided herein as an independent contractor, not as an employee of Client.

WHEREFORE the sole compensation to be paid to Manager for services performed under this Agreement will be sixteen percent (16 %) (the "**Fee**") of the gross amount of any and all Receivables collected within the range of $1 - $5,000,000. 25% (Fee) of Receivables collected within the range of $5,000,001 - $8,000,000. 50% (Fee) of Receivables for every dollar collected above $8,000,000.

NOW THEREFORE, Manager and Client make this Agreement under the following additional terms:

1. **COSTS AND EXPENSES:** The Manager will bear its own costs and expenses incurred in performing the obligations under this Agreement.

   Client acknowledges and agrees that it may become necessary for Manager to retain counsel in order to collect the Receivables in the advanced levels of appeals. An attorney will not be retained without the prior written authorization of the Trustee and the approval of the U.S. Bankruptcy Court.
2. **GRANT OF AUTHORITY:** Client hereby grants Manager full authority to collect the Receivables in Client's name and to represent to any and all individuals or entities who are responsible for payment of the Receivables, that Manager is an authorized agent of Client for the purposes of collecting the Receivables, only.
3. **SETTLEMENT AUTHORITY:** Client hereby grants Manager the express authority to negotiate and compromise any Receivable by an amount up to fifty percent (50%) of the gross Receivable without any additional authorization from Client. If in Manager's judgment it deems it reasonable to compromise a Receivable in an amount above fifty percent (50%), it is hereby understood and agreed that Manager must first obtain authorization from Client.
4. **TERMINATION:** Either party may terminate this Agreement by providing the other party with a thirty (30) day written notice of termination. In the event of termination, Client agrees that Manager will be paid its Fee for an additional (180) days after the agreement is terminated. Payment will continue to be made on the fifteenth (15th) on each subsequent month after termination until (180) days are complete. This payment will be based on the amount of checks received for the Client from the pervious month. Upon termination, Med Provider Solutions will return all client files in its possession as well as any work papers.
5. **TESTIMONY:** Upon request by Manager, Client agrees to provide testimony at any proceeding wherein Manager is seeking the collection of a Receivable.

6. **DOCUMENTS:** Client agrees to provide Manager with, and full access to, any and all documents Manager deems necessary to effectuate collection of the Receivables. By way of example, such documentation would include, but not limited to medical records, billing records, and insurance information. Some records maybe stored in an off site record storage facility either by hard copy or electronic soft copy. Client agrees to provide Manager all off site record storage systems.

   Client agrees to provide Manager complete access to Practice Management software and computer server system. Client agrees to provide Manger access to current employees whose job duties involve Billing, Collection, and Medical Records for a total of 30 days after this agreement has been executed at Client's sole expense.

   Manager agrees to provide Client a Monthly Activity Report that includes amounts billed, collected monies, total accounts receivables.
7. **DISTRIBUTION OF FEE:** On the fifteenth (15^{th}) of each month, Client will issue payment to Manager, representing Manger's percentage (Fee) share of the collected Receivable of the previous month's total.

8. **RECEIPT OF RECEIVABLES:** All collected Receivables are to be deposited into an agreed upon third party bank account via a bank "Lock Box". The "Lock Box" will allow for both Manager and Client to view daily deposit information via a secured Internet site. Client hereby authorizes Manager to receive payment of the Receivables from all third-party debtors. It is further agreed and understood that despite Manager's best efforts, there will be those occasions wherein payment of a Receivable will be made payable directly to Client and/or sent directly to Client by a third-party debtor. In the event Client receives payment of a Receivable, Client agrees to immediately deposit check into agreed third party bank account and notify Manager of the payment and agrees to provide copies of checks and any and all insurance correspondence.

9. **ESTABLISHMENT OF MEDICAL NECESSITY:** Client will provide Manager with any requested documentation of causation or medical necessity for the purposes of preauthorization and or collections. Client will provide telephonic peer- to-peer with insurance carrier and/or telephonic testimony at the request of Manager for the purposes of preauthorization and or collections.

10. This Agreement is subject to review and approval by the U.S. Bankruptcy Court for the Southern District of Texas. Any disputes arising out of or related to this Agreement will be resolved by the U.S. Bankruptcy Court for the Southern District of Texas.

Signature Page Follows:

BY SIGNING BELOW THE PARTIES AGREE TO THE ABOVE TERMS

BY: ______________________ 1/25/2011
Representative of Med-Provider Solutions, Inc. Date
Manager NAT MANGUM, CEO

BY: ______________________ ______________________
Randy Williams, Trustee Date
Quality Infusion Care

Client